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August 10, 2012

### **PROPOSAL INVITATION**

#### **RFP #911124**

Sealed Proposals (**Proposal #911124**) for Professional Architectural and Engineering Services for the County of Stafford will be accepted until **4:00 P.M., Tuesday, September 11, 2012**, at which time they will be opened in the Purchasing Office, Stafford County Administration Center, 1300 Courthouse Road, Stafford, Virginia.

Please be observant of all Proposal instructions and specifications. Should any questions arise concerning this Proposal, contact the Purchasing Office at (540) 658-8614.

Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals and to waive informalities.

Anita Perrow  
Purchasing Manager



**REQUEST FOR PROPOSALS  
FOR PROFESSIONAL ARCHITECTURAL AND ENGINEERING SERVICES FOR THE  
COUNTY OF STAFFORD**

**RFP NUMBER:** Proposal #911124

**RECEIVING DATE:** 4:00 P.M., Tuesday, September 11, 2012

**RECEIVING PLACE:** Stafford County Purchasing Office  
Stafford County Administration Center  
1300 Courthouse Road  
P. O. Box 339  
Stafford, Virginia 22555-0339

Requests for information regarding technical matters on this Proposal should be directed to:

Kathleen Kent Fox  
Construction Project Manager  
Stafford County Department of Public Works  
1300 Courthouse Road  
P.O. Box 339  
Stafford, Virginia 22555-0339  
Telephone: (540) 658-7300

Requests for information regarding contractual matters should be directed to:

County of Stafford  
Purchasing Office  
1300 Courthouse Road  
P.O. Box 339  
Stafford, Virginia 22555-0339  
Telephone: (540) 658-8614

## GENERAL INSTRUCTIONS

1. Mail or deliver Proposals to the Stafford County Purchasing Office, Stafford County Administration Center, P.O. Box 339, 1300 Courthouse Road, Stafford, Virginia 22555-0339.
2. All Proposals shall be signed in ink by authorized principals of the Firm and must be received in sealed envelopes with the statement, **“Proposal Enclosed” and the Proposal number typed or written in the lower left-hand corner.**
3. **One (1) original, clearly marked,** and four (4) copies of the Proposal must be received in the Purchasing Office before the opening time stated in the Request for Proposal.
4. Proposals must be received on or before **4:00 P.M., Tuesday, September 11, 2012**, in the Purchasing Office, and no late Proposals will be accepted. **The vendor is solely responsible for ensuring delivery to the designated location prior to the specified time.**
5. Stafford County reserves the right to accept or reject, in whole or part, any and all Proposals received and to waive informalities.
6. Proposals shall be binding for one hundred twenty (120) days following the Proposal opening date.
7. Proprietary information will not be disclosed during the selection process.
8. Each Proposer is required to state in the Proposal, their name and place of residence and the names of all persons interested with him; in the case of a corporation, the names of other than the president and secretary need not be given. References shall be furnished to establish the skill and business standing of the Proposer.
9. Pursuant to §2.2-4330 of the Code of Virginia, as amended, the contracting authority has elected to use the procedure for Proposal withdrawal numbered (I), which reads as follows:

"The proposer shall give notice in writing of his claim of right to withdraw his proposal within two (2) business days after the conclusion of the Proposal opening procedure."
10. No interpretation of the meaning of the Contract Documents will be made to any Proposer orally. Every request for such interpretation must be in writing. To be given consideration, such requests must be received at least ten (10) days prior to the date fixed for receiving Proposals. Any and all such interpretations and any supplemental instructions will be returned in writing to the prospective Proposer requesting such interpretations, or will be in the form of written Addenda which, if issued, will be posted on the Stafford County Purchasing Website (<http://staffordcountyva.gov/Bids.aspx>?)

CatID=23) not later than three (3) days prior to the date fixed for receiving of Bids. Failure of any Proposer to receive any such Addenda or interpretation shall not relieve said Proposer from obligation under the Proposal as submitted. All Addenda so issued shall become part of the Contract Documents.

11. The Contractor shall maintain insurance to protect Stafford County from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damage to property which may arise from operation under this contract, whether such operations by the Contractor, or anyone directly or indirectly employed by either Contractor or Subcontractor, such insurance to conform to the amounts as prescribed by law:

The insurance requirements are as follows:

The successful Contractor assumes and agrees to hold harmless, indemnify, protect and defend Stafford County against any and all liability for injuries and damages to Contractor himself and to Contractor's employees, Agents, Subcontractors and guest, third parties or otherwise, incident to or resulting from any all operations performed by contractor under the terms of this Contract.

In addition to any other forms of insurance for bonds required under Contracts and Specifications pertaining to this project, Stafford County shall require any vendor to whom or to which it lets any work contemplated hereunder to carry Public Liability Insurance in accordance with the specifications on the following exhibit and a Certificate of Insurance attesting to these required coverages. If any of the work is sublet, similar insurance shall be obtained by or on behalf of the Subcontractor to cover their operation.

The insurance specified shall be with an insurance company acceptable to the parties hereto and licensed to do business in the State of Virginia. All insurance must be obtained before any work is commenced and kept in effect until its completion.

Minimum insurance requirements are as follows:

1. Workers' Compensation.
2. Automotive Liability: Bodily injury and property damage insurance shall have limits of \$2,000,000 combined single limits.
3. Comprehensive General Liability:

Bodily injury liability insurance shall have limits of \$2,000,000 per occurrence.

Property damage liability insurance shall have limits of \$2,000,000 per occurrence.

Additional Insured: Stafford County shall be named as Additional Insured on the Automobile and Comprehensive General Liability coverage listed above.

If an "ACORD" Insurance Certificate form is used by the Consultant's insurance agent, the words "endeavor to" and ". . . but failure to mail such notice shall impose no obligation or liability of any kind upon the company" in the "Cancellation" paragraph of the form shall be deleted.

The Consultant agrees to waive all rights of subrogation against the County, its officers, employees, and agents.

Engineers Professional Liability: "Errors and Omissions" coverage in the amount of two million dollars (\$2,000,000) shall be provided.

12. This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia §2.2-4343.1 or against any offeror because of race, religion, sex, national origin, age, disability, or any other basis prohibited under state law relating to discrimination in employment.

13. Hold Harmless Clause

The Contractor shall, during the term of the Contract including any warranty period, indemnify, defend, and hold harmless Stafford County, its' officials, employees, agents, and representatives thereof from all suits, actions, or claims of any kind, including attorney's fees, brought on account of any personal injuries, damages, or violations of rights, sustained by any person or property in consequence of any neglect in safeguarding Contract work or on account of any act or omission by the Contractor or his employees, or from any claims or amounts arising from violation of any law, bylaw, ordinance, regulation or decree. The Vendor agrees that this clause shall include claims involving infringement of patent or copyright.

14. Safety

All Contractors and Subcontractors performing services for the Stafford County are required and shall comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors shall be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this Contract.

15. Notice of Required Disability Legislation Compliance

Stafford County is required to comply with state and federal disability legislation: The Rehabilitation Act of 1993 Section 504, The Americans with Disabilities Act (ADA) for 1990 Title II and The Virginians with Disabilities Act 1990.

Specifically, Stafford County, may not, through its contractual and/or financial arrangements, directly or indirectly avoid compliance with Title II of the American with Disabilities Act, Public Law 101-336, which prohibits discrimination by public entities of the basis of disability. Subtitle A protects qualified individuals with disability from discrimination on the basis of disability in the services, programs, or activities of all State and local governments. It extends the prohibition of discrimination in federally assisted programs established by the Rehabilitation Act of 1973 Section 504 to all activities of State and Local governments, including those that do not receive Federal financial assistance, and incorporates specific prohibitions of discrimination on the basis of disability in Titles I, III, and V of the Americans with Disabilities Act. The Virginians with Disabilities Act of 1990 follows the Rehabilitation Act of 1973 Section 504.

16. Ethics in Public Contracting

The provisions contained in Sections 2.2-4367 through 2.2-4377 of the Virginia Public Procurement Act as set forth in the 1950 Code of Virginia, as amended, shall be applicable to all Contracts solicited or entered into by Stafford County. A copy of these provisions may be obtained from the Purchasing Office upon request.

The provisions of this article supplement, but do not supersede, other provisions of law including, but not limited to, the Virginia Conflict of Interest Act (§2.1-348 et. seq.), the Virginia Governmental Frauds Act (§18.2-498.1 et. seq.) and Articles 2 and 3 of Chapter 10 of Title 18.2. The provisions apply notwithstanding the fact that the conduct described may not constitute a violation of the Virginia Conflict of Interests Act.

17. Employment Discrimination by Contractors Prohibited

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this Contract, the Contractor agrees as follows:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age or disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
- b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an equal opportunity employer.

- c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient to meet this requirement.

The Contractor will include the provisions of the foregoing paragraphs, a, b, and c in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

18. Drug-free Workplace

Every Contract of over ten thousand dollars (\$10,000) shall include the following provisions:

During the performance of this Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every Subcontract or Purchase Order of over ten thousand dollars (\$10,000), so that the provisions will be binding upon each Subcontractor or Vendor.

For the purpose of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific Contract awarded to a Contractor in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of the Contract.

19. Exemption from Taxes

Stafford County is exempt from State Sales Tax and Federal Excise Tax. Tax Exemption Certificates indicating the County's tax exempt status will be furnished by Stafford County on request.

20. Substitutions

NO substitutions, including key personnel, or cancellations permitted after award without written approval by the County Administrator or his designee.

21. Assignment of Contract

This Contract may not be assigned in whole or in part without the written consent of Stafford County.

22. Debarment

By submitting a Proposal, the Proposer is certifying that he is not currently debarred by the County. The County's debarment procedure in accordance with Section 2.2-4321 of the Code of Virginia.

23. Each Bidder or Offeror shall certify, upon signing a Bid or Proposal, that to the best of his knowledge no Stafford County official or employee having official responsibility for the procurement transaction, or member of his/her immediate family, has received or will receive any financial benefit of more than nominal or minimal value relating to the award of this contract. If such a benefit has been received or will be received, this fact shall be disclosed with the Bid or Proposal or as soon thereafter as it appears that such a benefit will be received. Failure to disclose the information prescribed above may result in suspension or debarment, or rescission of the contract made, or could affect payment pursuant to the terms of the Contract.

24. Immigration Reform and Control Act of 1986

By accepting a Contract award, Vendor certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

25. Proof of Authority to Transact Business in Virginia

A Bidder or Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia shall include in its Bid or Proposal the identification number issued to it by the State Corporation Commission. Any Bidder or Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its Bid or Proposal a statement describing why the Bidder or Offeror is not required to be so authorized. Any Bidder or Offeror described herein that fails to provide the required information shall not receive an award unless a waiver of this requirement and the administrative policies and procedures established to implement this section is granted by the County Administrator ([https://cisiweb.scc.virginia.gov/z\\_container.aspx](https://cisiweb.scc.virginia.gov/z_container.aspx)).

26. W-9 Form

Each Bidder or Offer will submit a completed W-9 form with their Bid. In the event of a Contract award, this information is required in order to issue Purchase Orders and payments to your Firm. A copy of this form can be downloaded from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>.



27. Contract Administration

This Contract will be administered by the Stafford County Department of Public Works.

## PART 1 - INSTRUCTIONS FOR SUBMITTING PROPOSALS

### 1. Preparation and Submittal of Proposals

- a. All Proposals shall be signed in ink by authorized personnel of the firm.
- b. All attachments to the Proposals requiring execution by the firm are to be returned with the Proposals.

### 2. Withdrawal of Proposals

- a. The Proposer may withdraw his Proposal from consideration if the service proposed was substantially different than the other Proposals due solely to a mistake therein, provided the Proposal was submitted in good faith, and the mistake was a clerical mistake as opposed to a judgmental mistake, and was actually due to an unintentional arithmetic error, or an unintentional omission of a quantity of work, labor, or materials made directly in the compilation of the proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of original work papers, documents, and materials used in the preparation of the proposal sought to be withdrawn.
- b. The following is the procedure for withdraw of Proposal:
  - (1) The Proposer must give notice in writing of his claim of the right to withdraw his Proposal within two (2) business days after the conclusion of the Proposal opening procedure.
  - (2) No Proposal may be withdrawn under this section when the result would be the awarding of the Contract on another Bid of the same Bidder.
  - (3) No Proposer who is permitted to withdraw a Proposal shall for compensation, supply any material or labor to or perform any subcontract or other work agreement for the person or firm to whom the Contract is awarded or otherwise benefit, directly or indirectly, from the performance of the project for which the withdrawn Proposal was submitted, without the approval of Stafford County. The person or firm to whom the Contract was awarded and the withdrawing offeror are jointly liable to Stafford County in an amount equal to any compensation paid to, or for the benefit of, the withdrawing Proposer without such approval.

### 3. Miscellaneous Requirements

- a. Stafford County will not be responsible for any expenses incurred by a firm in preparing and submitting a Proposal. All Proposals shall provide a straightforward concise

delineation of capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

- b. Contractors who submit a Proposal in response to this RFP may be required to make an oral presentation of their Proposal. The Director of Public Works will schedule the time and location for this presentation.
- c. The contents of the Proposal submitted by the successful Proposer and this RFP will become a part of any Contract awarded as a result of these specifications. The successful Contractor will be expected to sign a Contract with Stafford County. Additional terms and provisions will be included in the Contract.
- d. Stafford County reserves the right to reject any and all Proposals received by reason of this request, or to negotiate separately in any manner necessary to serve the best interests of Stafford County. A firm who's Proposals is not accepted will be notified in writing.
- e. The Contractor is prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this agreement or its rights, title or interest therein or its power to execute such agreement to any other person, company, or corporation without the previous consent and approval in writing by Stafford County.

4. Form of Proposals

Interested firms are cautioned to provide in their Proposal as much detail as possible pertaining to their firm's capabilities, experience and approach to the tasks outlined in this Proposal.

5. Clarification of Proposals

Stafford County reserves the right to contact vendors individually for the purpose of clarifying Proposals.

6. Vendor Incurred Costs

Stafford County is not liable for any cost incurred by vendors prior to issuance of an agreement, Contract or Purchase Order.

7. Right to Cancellation

Award to the selected Vendor will be made under a Contract arrangement cancelable after the first year or at the end of a fiscal year in the event that continuing funds are not appropriated.

8. Vendor Declaration

The vendor must state that its Proposal was made without connection with any other person, company or parties making a similar Proposal and that it is in all respects fair and in good faith without collusion or fraud.

9. Terminology

Terminology used in this request for Proposal might imply or denote a particular Vendor. The terminology used and the organization of the RFP is not intended to be restrictive in any way. Appropriate interpretation of the intent of the RFP should be made by the Vendor in these situations.

10. Licensing Agreement

Any licensing agreement required by the Vendor must be fully described.

11. Proposal Property of Stafford County

All Proposals submitted in response to this RFP become the property of Stafford County. Supporting technical manuals will be returned at the request of the Vendor.

12. Confidentiality

All Proposals will be available for inspection by interested parties following the final selection date. If a Vendor wishes that any parts of his Proposal remain confidential, he should state so clearly.

13. Addenda

Any Addenda to these documents shall be issued in writing; no oral statement, explanations or commitments by whomsoever shall be of any effect unless incorporated in the Addenda.

14. Contracting

Upon award of the Contract, the RFP and the successful offeror's Proposal will become part of the Contract. Stafford County intends to enter into a Contract which best serves the interests of the Stafford County and will require the Vendor to enter into the Stafford County's "STANDARD CONTRACT FOR SERVICES".

## PART 2 - SPECIAL CONTRACT TERMS AND CONDITIONS

1. The extent and character of the work to be accomplished by the firm shall be subject to the general control and approval of the Stafford County Administrator or his authorized representative. The Firm shall not comply with requests and/or orders issued by other than the County Administrators representatives acting within their authority for the County of Stafford.

2. Subcontractors

The Firm shall identify all proposed Subcontractors who will be furnishing services under the terms of his Proposal. Subcontractors shall conform, in all respects, to the applicable provisions specified for the prime Contractor and shall further be subject to approval by Stafford County.

3. Termination

Subject to the provisions below, the Contract may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then this Contract may be extended upon written approval by Stafford County until said work or services are completed and accepted.

A. Termination for Convenience

In the event that this Contract is terminated or canceled upon request and for convenience of the County without the required thirty (30) days advance written notice, then the County shall negotiate reasonable termination costs, if applicable.

B. Termination for Cause

Termination by the Stafford County for cause, default, or negligence on the part of the Contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

4. User List

Vendors are required to furnish the issuing office with a list of all locations in local governments in Virginia and nearby states that are using the same service and the name, address, and telephone number of a contact person.

5. Assignment

The Contractor will be prohibited from assigning, transferring, conveying, subletting or otherwise disposing of the agreement or its rights, title, or interests therein, or its power to execute such agreement to any other person, company or corporation with the previous consent and approval in writing by Stafford County.

6. Exceptions

Any and all exceptions to the specifications included in this RFP must be fully detailed and explained on a separate schedule outlined "Exceptions to RFP". Should the Vendor not indicate and explain all exceptions, his Proposal may be rejected.

7. Proposal Selection

Contract(s) will be awarded by Stafford County to the most responsible and responsive Vendor(s) whose Proposal conforms to this Request and is most advantageous to Stafford County.

# **ARCHITECTURAL SERVICES FOR THE STAFFORD COUNTY**

## **PROPOSAL #911124**

### **I. PURPOSE**

The intent of this Request for Proposal (RFP) is to obtain the services of professional architectural and engineering firms, through one (1) or more fixed fee, open-end Contracts. The number of Contracts awarded will depend on the number and quality of the Proposals received.

Individual task orders under the resulting Contract shall not exceed one million dollars (\$1,000,000) per task order and the sum of all task orders during each Contract term shall not exceed five million dollars (\$5,000,000). A County purchase order will be issued for each task prior to the start of work.

### **II. COMPETITION INTENDED**

It is the County's intent that this RFP permit competition. It shall be the Offeror's responsibility to advise the Chief Financial Officer (CFO) in writing if any language, requirement, specification, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this RFP to a single source. Such notification must be received by the Purchasing Office not later than fifteen (15) days prior to the date set for acceptance of proposals.

### **III. BACKGROUND INFORMATION**

Stafford County, while grounded by rural traditions, is rapidly becoming an urban community and currently ranks as one of the fastest growing counties in the State and the nation. The County encompasses one hundred seventy three thousand (173,000) acres of which thirty thousand five hundred (30,500) are utilized by the federal government for the Quantico Marine Corps Reservation. The estimated population of Stafford County is one hundred twenty nine thousand (129,000).

Stafford County has on-going requirements for architectural services to support various projects required to construct, maintain, improve, or expand its facilities and utility infrastructure. It is the intent of this Contract to provide architectural services on an "as needed" basis to support the County's architectural requirements.

Described below is a general outline of the type of work to be performed by the successful firms and the minimally acceptable standards of performance. This outline is intended as a guide for offerors to describe the nature of the services required and qualifications for the Contract.

#### **A. Basic Services:**

Typical types of projects covered under the resulting Contracts may include services for renovations or expansions of existing facilities to include, but not limited to the following:

renovations or new construction of county facilities, recreation facilities, libraries, public safety and emergency management facilities,.

The Architect/Engineer (A/E) shall perform any and all professional services including basic architecture; landscape architecture; interior design; planning; structural, mechanical, civil, electrical services; or any related services incidental thereto.

The A/E represents that all tasks will be performed in accordance with generally acceptable professional standards and further represents that the advice and consultation provided shall be within its authority and capacity as a professional.

The A/E will comply with the regulations, laws, ordinances and requirements of all governmental impact applicable to any assigned project. Exact details of the basic services will be specified for each project assignment.

- B. Study and Preliminary Design Phase: After a Notice to Proceed is issued, the responsibilities of the A/E shall include, but not limited to:

Consulting with County to determine its requirements and review the available data in the County's possession.

In consultation with the County and on the basis of all information, determine the scope of the project.

Have all the research and field survey work performed when requested.

Prepare preliminary design documents consisting of construction plans and specifications.

Based on the information contained in the preliminary design documents, submit an opinion of probable project costs including, but not limited, to construction costs and contingencies.

Furnish preliminary design documents, A/E's opinion of probable project cost to the county, and present and review them with the county.

Furnish all such documents, plans, and design data as may be required for, and assist in the preparation of the required documents so that the county may obtain approvals of all such governmental agencies and authorities as have jurisdiction over design criteria and environmental impact applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative hearings and meetings as are reasonably required to obtain such approval.

- C. Final Design Phase: Upon completion of the preliminary design and notification by the County that the documents are acceptable in all respects to the County and to all



governmental agencies, departments, and authorities that have jurisdiction over design criteria and environmental impact applicable to the project the A/E shall:

On the basis of the preliminary design, and the approval thereof, prepare the final project plans and specifications and contract documents which shall include, but not limited to; Bid Forms, Instructions to Bidders, Contract Form, bonding, and assistance in the preparation of other related documents.

Furnish all such documents, plans, and design data as may be required for and assist in the preparation of the required documents so that the County may obtain approval of all such governmental agencies and authorities as have jurisdiction over design criteria and applicable to the project, and assist in obtaining such approvals by participating in submissions to and negotiations with appropriate officials and authorities, including administrative hearings involving the project. The A/E will attend as many hearings and meetings as are necessary to obtain such approval.

Furnish the County with a revised opinion of probably project cost based on the final plans and specifications and other related documents.

Prepare any necessary documents for alternate Bids requested by the County.

Furnish final plans and specifications, contract documents, and all other related documents to the County and present and review all such documents with the County.

D. Bidding and Negotiating Phase: After the Notice to Proceed, with the Bidding and Negotiating Phase, the A/E shall, but not limited to, perform the following:

Assist the County in obtaining Bids for each prime contract for construction and/or installation of equipment.

Consult with and advise the County as to the acceptability of Subcontractors and other persons and organizations proposed by the prime Contractor.

Consult with and advise the County as to the acceptability of substitute materials and equipment proposed by a contractor.

Assist the County in evaluation of Bids.

E. Construction Phase: During the implementation Phase, the A/E shall, but not limited to, perform the following:

Furnish the County and the County's contractor(s) each with an additional set of plans.

Consult with and advise the County.

Make weekly visits to the site. The purpose of the visit is to observe, as an experienced and qualified design professional, the progress and quality of the executed work and to determine, in general, if the work is proceeding in accordance with the final plans, specifications, and the Contract documents. The A/E will verify that the completed project reasonably conforms to the final plans, specifications, and to the contract documents. During such visits and on the basis of its on-site observations. The A/E shall keep the County informed in writing of the progress of work and shall endeavor to guard the County against defects and deficiencies in the work of the contractor(s); shall notify the County of any observed defects or deficiencies in the work of the contractor(s); and shall disapprove or reject work as failing to conform to the requirements of the final plans, specifications or Contract documents.

Take appropriate action to review and approve shop drawings and samples, the results of tests and inspections and other data which Contractor(s) is required to submit, for conformance with the design concept of the project and compliance with the information given in the final plans, specifications, and the Contract documents; determine the acceptability of substitute materials and equipment proposed by Contractor; and receive and review maintenance and operating instructions, schedules, guarantees, bonds, and certifications of inspection, which are to be assembled by the Contractor in accordance with the final plans, specifications and contract documents.

Issue instructions from County to each Contractor and prepare all change orders as required; the A/E may require special inspection or testing of the work, on the Counties behalf, and shall act as interpreter of the requirements of the final plans, specifications, and the Contract documents and judge of the performance there under by the parties hereto.

Based on the A/E's on-site observations as an experienced and qualified design professional and on his review of contractor's applications for payment and the accompanying data and schedules, shall advise County as to invoice amounts to the Contractor(s) and indicate whether he approves such amount; such approvals of payment will constitute a representation to the County, based on such observations and review that the work has progressed to the point indicated and that, to the best of knowledge, information and belief, the quality of the work is in accordance with the final plans, specifications, and the contract documents (subject to an evaluation of the work as a functioning project upon substantial completion, to the results of any subsequent tests called for in the final plans, specifications, and the Contract documents, and to any qualifications stated in its approval).

Conduct and inspection to determine if the project is substantially complete and conduct a final inspection to determine if the project has been completed in accordance with the final plans, specifications, and contract documents. If each contractor has fulfilled all of his obligations, the A/E shall indicate to the County and other governmental agencies, in writing, that final payment should be made to each contractor.

Prepare a set of As-Built drawings showing those changes made during the construction process, based on the marked-up prints, drawings, and other data furnished by contractor(s).

#### **IV. SCOPE OF SERVICES**

All Proposals must be made on the basis of, and either meet or exceed, the requirements contained herein. All Offerors must be able to provide:

##### **A. General Scope**

1. A purchase order must be issued for each task prior to the start of work. The purchase order shall constitute the notice to proceed, unless otherwise indicated.
2. All services shall be performed in compliance with industry standards and all federal, state, and local laws, ordinances and regulations including those of the Environmental Protection Agency (EPA), Virginia Department of Environmental Quality, Virginia Department of Conservation and Recreation, State Health Department, Virginia USBC, VOSHA (Virginia Occupational Safety and Health Agency) and OSHA rules and regulations.
3. The hourly fees/rate schedule implemented under this Contract shall include:
  - a. Administrative items such as fax transmissions, long distance phone calls, mailing services, courier services, and materials required in the preparation of presentations, cost of reports, submittals and other expenses deemed typical in the conduct of business.
  - b. Transportation to and from job sites, vehicles, fuel, vehicle maintenance, cell phones, personal computers, printers, cameras, video equipment, software, general office supplies, home office and administrative support, materials testing equipment and all overhead and incidental costs.
4. The services to be provided under this Contract shall include but not be limited to the following:
  - a. Evaluations, investigations, analysis, recommendations, cost and time estimates, testing, reports, studies, designs, preparation of documents (including drawings in latest AutoCAD version and specifications) field inspections and investigation.
  - b. Professional involvement throughout all phases of the project, including but not limited to development of programs; preparation of reports; periodic progress reports/meetings; processing of invoices for service; timely processing of project correspondence, Consultants' requests for payment, and material and equipment submittals.

B. Task Order Scope of Work:

Additional details on the development of task order cost Proposals.

1. The level of supervision, quality assurance and staff assigned by the Consultant to an individual task order will be clearly defined in the Scope of Work.
2. The Consultant shall make every effort to keep the personnel assigned to a task order consistent.
3. Permitting requirements and responsibilities shall be identified in the task order scope of work.
4. Project documentation requirements to include report type and content; content of architectural and engineering drawings and the need for a professional architects or engineer's stamp shall be identified in the task order scope of work.
5. All testing requirements shall be identified to include tests that are not specifically identified in the fee schedule.
6. A Project Manager shall be assigned to each task order by the Consultant to provide consultation, architectural/engineering, and management services. The Consultant's Project Manager will be responsible for staffing the work and the review of all tests and reports prior to submission to the County. The final responsibility for quality assurance shall be that of the Consultant's Project Manager.

**V. EVALUATION COMMITTEE**

Evaluation Committee

The Evaluation Committee may include representatives from the Department of Public Works, Public Construction, and/or Facilities Management.

**VI. PROPOSAL CONTENT**

The Instruction for submitting Proposals set forth certain criteria which will be used in the evaluation of Proposals and selection of the successful Offerors. In addition, the criteria set forth below will be considered.

Offerors are to make written Proposals that present the Offerors qualifications and understanding of the work to be performed. Offerors shall provide each of the following items below in the order presented. Failure to include any of the requested information may be cause for the Proposal to be considered non-responsive and rejected.

*Do not include cost information in your proposal. This information will be requested from the short listed firms only.*

*Do not use Federal Government forms such as Standard Form 330; Architect – Engineer Qualifications in your Proposal response.*

A. Signature Page (Page 28)

B. Table of Contents

C. Management Skills and Technical Expertise

- Provide a narrative description (maximum of one (1) page per project) of three (3) projects that are in progress or have been completed within the past three (3) years.
- In the project narrative provide a summary of the project including completion date, contract cost and any unique problems encountered and solutions devised regarding the commissioning.
- Provide a list of additional projects along with a brief scope, project cost, and contact information. This list shall include all architectural / engineering services type task order Contracts held within the last five (5) years.
- Provide a narrative describing experience on LEED projects and project specific examples of innovative design approaches to achieve LEED objectives.
- References: all Offerors shall include with their Proposals a minimum of three (3) current references from project completed in the last five (5) years. This list shall include company name, person to contact, address, telephone number, fax number, e-mail address, and the nature of the work performed. Failure to include references may be cause for rejection of the Proposal as on-responsive. Offeror hereby releases listed references from all claims and liability for damages that may result from the information provided by the reference.
- Describe your organizations quality control program and provide an example of how your quality control program saved client funds or improved the quality of the end product.
- Awards and letters of commendation received.

D. Credentials of the Project Team

- Identification of Project Manager along with resume and portfolio of related projects
- Identification of LEED Accredited Professionals along with resume and portfolio of related projects
- Staffing Plan including a description of how Project Managers and Senior Professionals oversee the work of Project Staff
- Resumes of key project staff to include sub-consultants
- Identify subconsultants and previous working experience with subconsultants identified in proposal

E. Task Understanding

Provide a narrative describing how you intend to accomplish task requirements. Address your understanding of overall service group requirements.

F. Capability for Timely Response

Proximity to County Government Center (driving time).

G. Compliance with Contractual Terms

Provide a definitive statement of intent to comply with Contract Terms and Conditions as delineated in this RFP. If proposed Terms and Conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to terms required by law or County purchasing regulations may be grounds for disqualification of the proposal.

Acknowledge and describe any proposed deviations from Scope of Services.

H. Additional Documents

Include requested documents such as but not limited to: W-9 and insurance certificate.

I. Proposals will be reviewed for overall quality and completeness:

- Completeness
- Attention to detail
- Clarity
- Organization
- Appearance

J. Evaluation Process

The Evaluation Committee will review, and evaluate each proposal and selection will be made for each service group on the basis of the criteria listed below and as more particularly described in Paragraphs C-G.

1. Management skills and technical expertise. **(25 points)**
2. Credentials of project team. **(20 points)**
3. Understanding of task requirements. **(20 points)**
4. Capability for timely response. **(5 points)**
5. Compliance with contractual terms. **(5 points)**
6. Overall quality and completeness of proposal. **(5 points)**
7. Cost of Services. **(Short-listed firms only) (20 Points)**

Once the Evaluation Committee has read and evaluated each Proposal, a composite preliminary rating will be developed which indicates the group's collective ranking of the highest rated proposals in a descending order. The preliminary rating will be used to select

the offerors for further consideration—the short-list. Thereafter, the Evaluation Committee may conduct interviews and have discussions with the top ranked Offerors.

#### K. EXPRESSION OF INTEREST (EOI)

The Expression of Interest shall be organized in the following order:

1. Transmittal Letter
2. Table of Contents
3. Understanding of the Scope of Work
4. Response to RFP Request for Proposal Items
5. Team Organization Chart
6. Firm Data Sheet
7. Certificate of Insurance

*Note: Elaborate and costly presentations are neither required nor expected. Stafford County will not reimburse a company for the cost of submitting a Proposal. Each response should not exceed seventy-five (75) pages (double-sided, not included the Table of Contents, dividers, and any exhibits or appendices.*

#### I. Non-Binding Fee Schedule

**If an Offeror is selected for interview that Offeror shall submit to the County, in a format provided by the County, within three (3) working days of notification, their non-binding fee/rate schedule.** The individual Offeror's fee/rate schedule shall include a rate for all labor categories listed below.

For Proposal evaluation purposes, provide an hourly rate (non-binding) for each of the following representative categories. Minimum experience is indicated in parentheses for each category. Rates included herein should correspond as closely as possible to the actual rate category identified in the individual Offeror's fee/rate schedule even though the category titles may differ.

- Principal (Corporate Officer or Partner)
- Project Manager (Registration + 10 yrs. experience + 3 yrs. as Project Mgr.)
- Architect/Engineer 1 (Registration + 7-10 yrs. experience)
- Architect/Engineer 2 (Registration + 5-7 yrs. experience)
- Architect/Engineer 3 (3-5 yrs. experience)
- Technician 1 (5-7 yrs. experience + required certifications for type)
- Technician 2 (3-5 yrs. experience + required certifications for type)
- Administrative (3 yrs. general office experience)

For evaluation purposes, a weighted average rate of all eight (8) categories identified above shall be used. The weighted values for the categories provided above are: Principal - 5%; Project Manager – 20%; Architect/Engineer 1 – 15%;

Architect Engineer 2 – 20%; Architect/Engineer 3 – 15%; Technician 1 – 10%; Technician 2 – 10%; Administrative - 5%.

The offeror with the lowest average rate will be assigned twenty (20) points.

The other proposals will be assigned points according to the following formula:

$\text{Lowest fee} \div \text{offeror's fee} = X\%$ ;  $X\% \times 20 \text{ points} = XX \text{ points}$ .

## **VII. INSTRUCTIONS TO OFFERORS**

### Submission of Proposals

Before submitting a Proposal, read the entire solicitation, including the Contract Terms and Conditions. Failure to read any part shall not relieve the successful Offeror of its contractual obligations. Technical price proposals must be submitted in a sealed envelope. Include other information as requested or required. The Proposal envelope must be completely and properly identified. The face of the envelope shall indicate the RFP number, time and date of acceptance, and the title of the RFP. Proposals must be received by the County of Stafford, Purchasing Office, PO Box 339, Stafford, VA 22555-0339, or hand delivered to 1300 Courthouse Road, Stafford 22554. Faxed and e-mailed proposals will not be accepted.

## **VIII. CONTRACT PERIOD**

The term of this Contract shall be for an initial one (1) year period, with the option to renew for four (4) additional one (1) year periods, for a total of five (5) years, if agreeable to both parties.

Notice of intent to renew will be given to the Firm in writing by the Department of Public Works, normally sixty (60) days before the expiration date of the current Contract. This notice shall not be deemed to commit the County to a Contract renewal.

It should be noted that multi-year Contracts may be continued each fiscal year only after funding appropriations have been approved by the Stafford County Board of Supervisors. In the event that the necessary funding is not approved, then the affected multi-year Contract becomes null and void, effective July 1st of the fiscal year for which such approval has been denied.

All Contract obligations shall prevail for at least ninety (90) days after the effective date of the Contract. For the protection of both parties, this Contract may be canceled by either party giving thirty (30) days prior notice in writing to the other party.

Term Contracts shall be issued to determined fully qualified and best suited firms, with no set number of firms to be awarded contracts. No Contractor, may at any time, have in effect more than one (1) Term Contract, per Proposal, with the County of Stafford. It is understood that the County of Stafford does not guarantee or imply that any services from the Contractor will be requested during the performance of this contract.



Any architectural/engineering design for any construction and/or renovation projects with an estimated total project cost of one million dollars (\$1,000,000) or more shall be competitively procured individually.

## **IX. TYPE OF CONTRACT TO BE NEGOTIATED**

The County may engage in individual discussions with two (2) or more Proposers deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Proposers shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposed project, as well as alternative concepts. At the discussion stage, the Owner may discuss non-binding estimates of total project costs, including, but not limited to, life-cycle costing, and where appropriate, non-binding estimates of price for services. Proprietary information from competing Proposers shall not be disclosed to the public or to competitors. At the conclusion of informal interviews, on the basis of evaluation factors published in the Request for Proposal and all information developed in the selection process to this point, the Owner may select, in the order of preference, two (2) or more Proposers whose professional qualifications and proposed services are deemed most meritorious. Negotiations may then be conducted, beginning with the Proposer ranked first. If a Contract satisfactory and advantageous to the Owner can be negotiated at a price considered fair and reasonable, the award shall be made to that Proposer. Otherwise, negotiations with the Proposer ranked first shall be formally terminated and negotiations conducted with the Proposer ranked second, and so on until such a Contract can be negotiated at a fair and reasonable price. **Notwithstanding the foregoing, if the terms and conditions for multiple awards are included in the Request for Proposal, the Owner may award Contracts to more than one (1) Offeror.**

Should the Owner determine in writing and in its sole discretion that only one (1) Proposer is fully qualified, or that one (1) Proposer is clearly more highly qualified and suitable than the others under consideration, a Contract may be negotiated and awarded to that Proposer.

Any architectural/engineering design for any construction and/or renovation projects with an estimated total project cost of one million dollars (\$1,000,000) or more shall be competitively procured individually.

## **X. ADDITIONAL INSTRUCTIONS TO THE OFFEROR**

### **A. Construction Bidding Redesign**

If all construction proposals received exceed the County's construction budget by ten percent (10%) or more, the consultant shall redesign as required to provide a facility within the budgeted funds at no additional cost to the County.

### **B. Prime Consultant Responsibilities**

The Consultant(s) shall be responsible for completely supervising and directing the work under the Contract(s) and all subconsultants that they may utilize. Subconsultants who perform work under the Contract shall be responsible to the

prime Consultant. The Consultant agrees to be fully responsible for the acts and omissions of their subconsultants and of persons employed by them.

C. Cost Proposals/Response Time

The County will notify the applicable Consultant when work is required. The Consultant shall respond to the County within forty-eight (48) hours after notification. The County will schedule a meeting with the Consultant and the proper County representatives to discuss the work required. Based upon those discussions, the Consultant shall submit to the County a lump sum cost proposal to perform the work based upon their fixed hourly rates contained in the Contract. The estimate shall contain the estimated number of hours broken out by category of service, Consultant hourly rates for each category, a narrative describing work to be performed, estimated time for completion and all non-labor related costs. All costs to complete the task must be identified in the cost proposal. No project costs are to be considered “reimbursable” and left out of the task order cost proposal. After review and acceptance of the proposal, the County will issue a purchase order to perform the work. The proposals shall be prepared at no cost to the County.

When the scope of services involves work of such nature that the Consultant cannot reasonably estimate the time which would be required to provide the services, the County may agree to an Hourly Rate Purchase Order based on the actual hours worked times the hourly rates indicated in the Consultant's binding fee schedule and other approved expenses. A maximum Purchase Order fee or cost not to exceed limitation shall be agreed upon for Hourly Rate Purchase Orders. When an Hourly Rate Purchase Order is used, the Consultant shall submit detailed time records, documentation for other expenses, and such other evidence as the County may require supporting its billing request.

D. Ownership of Documents

Any reports, specifications, blueprints, negatives or other documents prepared by the Consultant in the performance of its obligations under the Contract shall be the exclusive property of the County of Stafford, and all such materials shall be returned to the owner upon completion, termination, or cancellation of this Contract. The Consultant shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Consultant's obligations under the Contract without the prior written consent of Loudoun County. Documents and materials developed by the Consultant under the Contract shall be the property of County of Stafford; however, the Consultant may retain file copies, which cannot be used without prior written consent of the Owner. County of Stafford agrees that the Consultant shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Consultant is not the firm of record.

E. Submissions

All project correspondence, design/review documents, reports, etc. prepared by the Consultant shall be distributed to the Director of Public Works for each task in the format and number of copies as directed by the task statement of work.

Within thirty (30) days of project completion, the Consultant shall prepare and submit a Project Completion Report with project closeout documents and submit to the Director of Public Works.

F. Responsibility for Claims and Liabilities

The County's review, approval, or acceptance of, or payment for, any services required shall not be construed to operate as a waiver by the County of any rights or of any cause of action arising out the Contract. The Consultant shall be and remains liable to the County for the accuracy and competency of plans, specifications, or other documents or work and Consultant is responsible for to the County for any costs incurred resulting from any errors, acts or omissions in the performance of any services furnished.

**ARCHITECTURAL AND ENGINEERING SERVICES FOR  
THE COUNTY OF STAFFORD**

**RFP #911124**

COMPANY NAME: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FACSIMILE: \_\_\_\_\_

NAME & TITLE OF PERSON SUBMITTING PROPOSAL: \_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## REFERENCES

The Proposer is required to state, in detail, in the space provided below what work of a character similar to that included in the proposed Contract has done, and to give references and such other detailed information as will enable the Owner to judge his responsibility, experience, skill and financial standing. Proposals from Contractors inexperienced in this particular type of work will not be considered.

[illegible]

## **SMALL AND MINORITY BUSINESS ENTERPRISES**

The Stafford County Purchasing Ordinance and relevant Federal and State Laws, orders and regulations, required of Stafford County to ensure that its procurement practices are non-discriminatory and promote quality of opportunity for Small and Minority Business Enterprises.

### **Definitions:**

1. **Small Business:**

For the purposes of this document a small business concern is one which, regardless of ownership or control:

- (a) does not exceed two-hundred fifty (250) employees;
- (b) gross annual income does not exceed ten (10) million dollars;
- (c) is independently owned and operated (not subsidiary of another firm).

2. **Minority Business:**

A business entity which is operated and controlled by a minority.

- (a) The terms “operated and controlled” shall mean that the managerial and official staff of this entity shall be comprised of minority persons, sufficient in ratio and gross earnings to demonstrate that the business transactions are, in fact, controlled by minority persons; and that the primary power, direct or indirect, to influence the management of this entity shall rest with minority persons or a corporation, partnership, or sole proprietorship in which minority persons collectively own, operate, control and share in earnings of 51 percent or more of such an enterprise.
- (b) A minority person shall mean Black; Hispanic; Asian or Pacific Islanders; American Indian or Alaskan Natives; and women, regardless of races or ethnicity.

### **PLEASE CHECK THE FOLLOWING INFORMATION RELEVANT TO YOUR FIRM:**

Minority Business Firm: YES \_\_\_\_\_ NO \_\_\_\_\_

Small Business Firm: YES \_\_\_\_\_ NO \_\_\_\_\_

The above information is requested for statistical purposes only. All firms tendering responses will receive equal consideration for award.

### **CONTACT FOR ADMINISTRATION:**

NAME: \_\_\_\_\_

ADDRESS (OFFICE): \_\_\_\_\_

TELEPHONE NUMBER (OFFICE): \_\_\_\_\_

**STAFFORD COUNTY**  
**STANDARD CONTRACT FOR SERVICES**

This Contract is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the Board of Supervisors of Stafford County, Virginia, or its authorized agents, and the Contractor identified below for services identified herein, on the following terms and conditions. This Contract is prepared in accordance with Chapter 20 of the Stafford County Code.

1. **Definitions.**

(a) As used in this Contract, the term "County" shall mean the Board of Supervisors of Stafford County, Virginia, or the using department identified below and authorized by the Purchasing Regulations or other law to enter contracts. For purposes of this Contract, the "County" shall mean \_\_\_\_\_. (If this line is blank, the County shall mean the Board of Supervisors).

(b) As used in this Contract, the term "Contractor" shall mean:

2. Where brackets are provided beside any provision of this Contract, only those provisions which are marked shall apply. Such brackets shall be marked by the County as part of the bid process.

3. **Provision of Services.**

(a) The contractor hereby agrees to provide the following services to the County:

(b) The time, manner and place for performance of such services shall be:

4. **Time and Essence.**

Time shall be of the essence in this Contract, except where it is herein specifically provided to the contrary.

5. **County Obligations.**

(a) In return for the services identified above, the County shall pay the Contractor the following amounts:

[ ] (b) In addition to any provision of Paragraph 5 hereof, the Contractor agrees to grant the County a two percent (2%) discount for all invoices, provided that the County pays any invoice or other billing within ten (10) working days of receipt thereof.

6. **Termination for Convenience of the County.**

(a) The parties agree that the County may terminate this Contract, or any work or delivery required hereunder, from time to time either in whole or in part, whenever the County Administrator of Stafford County shall determine that such termination is in the best interest of the County.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the County Administrator or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall:



(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Purchasing Officer of Stafford County; and

(v) use its best efforts to mitigate any damages which may be sustained by him as a consequence of termination under this clause.

(d) After complying with the provisions of subparagraph (c), above, the Contractor shall submit a termination claim, in no event later than six months after the effective date of their termination, unless one or more extensions of three months each are granted by the Purchasing Officer.

(e) The Purchasing Officer, with the approval of the County's signatory to this Contract, shall pay from the using department's budget reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or completed. In no event shall this amount be greater than the original contract price, reduced by any payments made prior to Notice of Termination, and further reduced by the price of the supplies not delivered, or the service not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

(f) In the event that the parties cannot agree on the whole amount to be paid to the Contractor by reason of termination under this clause, the Purchasing Officer shall pay to the Contractor the amounts determined as follows, without duplicating any amounts which may have already been paid under the preceding paragraph of this clause:

(i) with respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(A) cost of work performed or supplies delivered;

(B) the cost of settling and paying any reasonable claims as provided in paragraph 6 (c) (iv), above;

(C) a sum as profit on (A) determined by the Purchasing Officer to be fair and reasonable.

(ii) the total sum to be paid under (i) above shall not exceed the contract price, as reduced by the amount of payments otherwise made, and as further reduced by the contract price of work or supplies not terminated.

(g) In the event that the Contractor is not satisfied with any payments which the Purchasing Officer shall determine to be due under this clause, the Contractor may appeal any claim to the Board of Supervisors in accordance with Paragraph 15 of this contract concerning Disputes.

(h) When termination for the convenience of the County is a provision of this Contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provision shall bar the

Contractor from any recovery from the County whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

**7. Termination for Default**

Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

**8. Examination of Records.**

(a) The Contractor agrees that the County, or any duly authorized representative, shall, until the expiration of three (3) years after final payment hereunder, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the County or any duly authorized representative shall, until the expiration of three (3) years after final payment under the subcontract, have access to and the right to examine and copy any directly pertinent books, documents, papers and records of such Contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude subcontracts or purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or

the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation, or claims shall have been finally disposed of.

9. **Termination for Non-Appropriation of Funds.**

(a) If funds are not appropriated for any succeeding fiscal year subsequent to the one in which this Contract is entered into, for the purposes of this Contract, then the County may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the County shall be liable only for payments due through the date of termination.

(b) The County agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this Contract was entered into. This provision shall survive any termination of the Contract.

[ ] 10. **Insurance.**

The Contractor shall maintain insurance, in an amount and a form set forth herein, to insure against the risks which are identified herein. The insurance required hereby shall be:

11. **Assignability of Contract.**

Neither this Contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written permission of the County Administrator.

**12. Modifications or Changes to this Contract.**

(a) Change Orders. The Purchasing Officer, with the concurrence of the County's signatory to this Contract, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of performance; provided that no Contractor shall be excused from performance under the then changed Contract by failure to agree to such changes, and it is the express purpose of this provision to permit unilateral changes in the Contract subject to the conditions and limitations herein.

(b) The Contractor need not perform any work described in any change order unless they have received a certification from the County that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(c) The Contractor shall make a demand for payment for changed work within thirty (30) days of receipt of a change order, unless such time period is extended in writing, or unless the Purchasing Officer required submission of a cost proposal prior to the initiation of any changed work or supplies. Later notification shall not bar the honoring of such claim or demand unless the County is prejudiced by such delay.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

[ ] **13. Warranties.**

[ ] 14. **Additional Bond Security.**

If any surety upon any bond furnished in connection with this Contract becomes unacceptable to the County, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the County and a person supplying labor and materials in the prosecution of work contemplated by this Contract.

15. **Disputes.**

Disputes with respect to this Contract shall be decided in the first instance by the Purchasing Officer, who shall produce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. This decision shall be final and binding unless, within thirty (30) days from the date of such decision, the Contractor mails or otherwise furnishes the Purchasing Officer with a written appeal addressed to the County Administrator. The decision by the County Administrator shall be final and binding unless within ten (10) days from the date of receipt of the decision of the County Administrator, an appeal is made to the Board of Supervisors in accordance with Section 15.2-1245, et seq., of the Code of Virginia, (1950), as amended. The decision of the Board of Supervisors shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as to necessarily imply bad faith, or not to be supported by any evidence. Pending the final determination of a properly appealed decision of the Purchasing Officer the Contractor shall proceed diligently with the performance of the Contract in accordance with that decision.

16. **Nondiscrimination.**

During the performance of this contract, the Contractor agrees as follows:

(a) The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that the Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

[ ] 17. **Additional Terms and Conditions.**

18. **Integration Clause.**

This Contract shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

19. **Legal Status**

All individuals performing work pursuant to this contract must be U.S. Citizens or possess documents that allow them to be employed and work in the United States.

20. **Faith-Based Clause.**

This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia Section 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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County Representative

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Title\_

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Contractor or Duly Authorized  
Representative (Print Name)

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Title

Revised 8/27/07